

MAYOR & COUNCIL AGENDA COVER SHEET

MEETING DATE:

August 21, 2006

CALL TO PODIUM:

Fred Felton, Assistant City Manager

RESPONSIBLE STAFF:

Fred Felton, Assistant City Manager

AGENDA ITEM:

(please check one)

	Presentation
	Proclamation/Certificate
	Appointment
	Public Hearing
	Historic District
	Consent Item
	Ordinance
<input checked="" type="checkbox"/>	Resolution
	Policy Discussion
	Work Session Discussion Item
	Other:

PUBLIC HEARING HISTORY:

(Please complete this section if agenda item is a public hearing)

Introduced	
Advertised	
Hearing Date	
Record Held Open	
Policy Discussion	

TITLE:

Resolution of the Mayor and City Council Awarding Matching Grants to the Lakelands Ridge Homeowners Association, Greater Historic District, and Diamond Farm Homes Corporation(\$10,400)

SUPPORTING BACKGROUND:

As you are aware, the Mayor and City Council has approved a Neighborhood Matching Grant Program to provide an incentive for HOA's, COA's, and other community groups to improve the appearance or safety of their neighborhoods as well as use for community events, and professional consultants.

At this point, staff is recommending that grants be awarded to the Lakelands Ridge Homeowners Association, Greater Historic District, and Diamond Farm Homes Corporation. The Lakelands Ridge Homeowners Association would like to use their grant funds for landscape enhancements at the pool area. Greater Historic District would like to use their grant funds to host their 6th Annual Labor Day Neighborhood Picnic. Diamond Farm Homes Corporation would like to use their grant funds to renovate their basketball and tennis courts. I have enclosed copies of the original grant applications for your review.

If the Council approves these grants, the communities will receive a letter awarding the grants and authorizing them to proceed with the projects. No City funds will be released until receipts are submitted and the work has been inspected.

DESIRED OUTCOME:

Vote on Resolution.

Resolution Request Form

REQUEST FORM FOR RESOLUTIONS PERTAINING TO EXPENDITURES FROM THE CITY BUDGET (CONTRACTS/PURCHASES, TRANSFER FUNDS)

(Please attach the Mayor and Council Agenda Cover Sheet to this Form. For contracts/purchases, the Cover Sheet MUST include a list of all bidders and bid amounts.)

Requested by: Frederick J. Felton Date of City Council Meeting: August 21, 2006

AUTHORIZING

Purchase ☐ Award Contract ☐ Transfer Funds ☒ Negotiate/
Execute a Contract ☐

BID INFORMATION:

Advertisement Date	<u>N/A</u>
Newspaper(s)	<u>N/A</u>
Bids Opened/Tabulated (date)	<u>N/A</u>

DESCRIPTION OF ITEM(S):

CONTRACTED/PURCHASE FROM:

Lakelands Ridge Homeowners Association(\$5,000)
c/o Abaris Realty, Inc.
12009 Nebel Street
Rockville, MD 20852

Clark Day (\$400)
c/o Greater Historic District
26 Walker Avenue
Gaithersburg, MD 20877

Diamond Farms Homes Corporation(\$5,000)
c/o Community Association, Inc.
P.O. Box 1130
Germantown, MD 20875

CONTRACT/PURCHASE AMOUNT:

\$10,400

Check One: In the Amount of ☐ Not to Exceed ☒

FUNDS TO BE EXPENDED FROM: Operating Budget ☐ Capital Improvements Budget ☒

Account Number: CIP 99-6 (#087)

the Resolution)

(For Finance Department use only; not to be included in

VERIFICATION OF AVAILABILITY OF FUNDS

Available ☒ Not available ☐

Frederick J. Felton
Finance Dept.

8/11/06
Date

RESOLUTION NO. _____

RESOLUTION OF THE MAYOR AND CITY COUNCIL
AWARDING A MATCHING GRANTS TO THE LAKELANDS RIDGE
HOMEOWNERS ASSOCIATION, GREATER HISTORIC DISTRICT, AND
DIAMOND FARM HOMES CORPORATION

WHEREAS, the Mayor and City Council has approved a Neighborhood Matching Grant Program to provide an incentive for neighborhood organizations to improve their communities; and

WHEREAS, funds for this program are available from the CIP Account 99-6 (087); and

WHEREAS, the Mayor and City Council have determined that the project outlined is worthwhile and in the public interest:

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council that the City Manager is authorized to award the following grants upon determining that the project is completed as proposed, in the total amount of Ten Thousand Four Hundred Dollars (\$10,400); said funds to be expended from the Capital Improvements Budget as follows:

<u>Community</u>	<u>Projects</u>	<u>Amount of Grant</u>
Lakelands Ridge		
Homeowners Association	landscaping	\$5,000
Greater Historic District	community event	\$400
Diamond Farms Homes Corporation	repairs to basketball and tennis courts	\$5,000

AND BE IT FURTHER RESOLVED that the City Manager be and hereby is authorized to waive fees for any City permit required for the project outlined above.

ADOPTED by the City Council of Gaithersburg this 21st day of August, 2006.

SIDNEY A. KATZ, MAYOR and
President of the Council

THIS IS TO CERTIFY that the foregoing
Resolution was adopted by the City Council
in a public meeting assembled on the 21st
day of August, 2006.

David B. Humpton, City Manager

**NEIGHBORHOOD MATCHING GRANT APPLICATION**

****Please note:** Grants will be considered for new projects such as lighting, installation of landscaping, tot lots, entrance features, other physical improvements, or neighborhood events.

I. Applicant Information:Applicant's Name Shireen Ambush, Abaris Realty, Inc.Applicant's Address 12009 Nebel Street
Rockville, MD 20852Applicant's Telephone Number (301) 468-8919Name of Neighborhood Lakelands Ridge HOA Number of Homes 215Date application submitted: 8-11-06

Does the Neighborhood have an HOA, COA or Citizens Association?

☒ Yes☐ No**II. Project Information**

Please describe the proposed improvement (attach sketches or plans as appropriate): _____

see attached proposal

Please describe the need for the project and the benefit to the community: _____

installation of major landscape enhancements
at the pool area.



Has this proposed project been discussed at a meeting that was open to all residents?
☒ Yes ☐ No

When would you like to start the project? Immediately

III. Financial Information

What is the estimated cost of the project? \$10,000

***The total amount of the City Grant can not exceed \$5000 or 50% of the cost of the project (whichever is less).

How will the remaining costs be financed?

HOA Funds

Shireen Ambush
Applicant's Printed Name

Shireen Ambush
Applicant's Signature

8-11-06
Date

FOR OFFICE USE ONLY:	
Date received:	
Date reviewed by staff:	
Staff comments:	

QUOTATION
Facility Service Company, Inc.
 14607 Rothgeb Drive
 Rockville, Maryland 20850
 (301) 340-2665
 fax: (301) 424-4844

Date: June 9, 2006

Quotation #: Q 060609.004
 Revision of: Q 060519.003

Attention: Shireen Ambush
 Abaris Realty
 12009 Nebel Street
 Rockville, MD 20852
 phone: (301) 468-8919
 fax: (301) 468-0983

PROJECT: Lakeland Ridge Pool
 Scope of Work: Landscape Improvement

Pool - Right Side

Install 25 Shasta Daisy, 12.00 each.	\$ 300.00	
Install 35 Phlox Scarlet Flame.	\$ 420.00	
Install 21 Dianthus Firewitch.	\$ 252.00	
Install 21 Tam Juniper.	\$ 840.00	
Install 3 Domestica Nandina, \$75.00 each.	\$ 225.00	
Install 13 Coreopsis Moonbeam.	\$ 156.00	
Install 6 Saucer Magnolia, 15 gal., \$125.00 each.	\$ 750.00	
Bed prep.	\$ 300.00	
Total for Right Side.		\$3,243.00

Front

Bed prep.	\$ 300.00	
Remove & transplant most Liriope.		
Enlarge beds.		
Install 12 pyramidal Holly, 4', \$175.00 each.	\$2,100.00	
Install 17 Tam Juniper, \$40.00 each.	\$ 680.00	
Install 20 Dwarf Nandina, \$40.00 each.	\$ 800.00	
Install 35 Sedum Neon, \$12.00 each.	\$ 420.00	
Install 27 Coreopsis.	\$ 323.00	
Install 45 Dianthus.	\$ 540.00	
Install 22 Phlox.	\$ 264.00	
Total for Front.		\$5,427.00
Additional planters with tropicals at entrance.		\$ 820.00

Left Side**Create large bed to encompass Arborvitae. Amend soil. \$ 150.00****Underplant with: 15 Dianthus. \$ 180.00****15 Shasta Daisy. \$ 180.00****Total for Left Side. \$ 510.00****TOTAL FOR THIS ENTIRE QUOTATION.....\$10,000.00****NOTE: This quotation is valid for thirty days from date of issue.****Accepted by:****Contracting Officer _____ Date****Proposed by:****_____
Wendy Andalla, President
Facility Service Company, Inc.**

**NEIGHBORHOOD MATCHING GRANT APPLICATION**

****Please note: Grants will be considered for new projects such as lighting, installation of landscaping, tot lots, entrance features, other physical improvements, or neighborhood events.**

I. Applicant Information:

Applicant's Name CLARK DAY
Applicant's Address 26 WALKER AVE
GAITHERSBURG, MD 20877
Applicant's Telephone Number 301-330-9205
Name of Neighborhood HISTORIC DISTRICT Number of Homes ALL
Date application submitted: 8/11/06
Does the Neighborhood have an HOA, COA or Citizens Association?
☐ Yes ☒ No

II. Project Information

Please describe the proposed improvement (attach sketches or plans as appropriate):

THIS GRANT IS FOR THE 6TH ANNUAL HISTORIC
DISTRICT LABOR DAY NEIGHBORHOOD PICNIC.
PROVIDES MONEY FOR FOOD, DRINK,
PAPER GOODS, HOON BOUNCE.

Please describe the need for the project and the benefit to the community:

PROMOTES NEIGHBORLY INTERACTION.



Has this proposed project been discussed at a meeting that was open to all residents?

☒ Yes

☐ No

When would you like to start the project? LABOR DAY / 9/04/06

III. Financial Information

What is the estimated cost of the project? \$400.

***The total amount of the City Grant can not exceed \$5000 or 50% of the cost of the project (whichever is less).

How will the remaining costs be financed?

NEIGHBOR DONATIONS

CLARK DAY
Applicant's Printed Name


Applicant's Signature

8/11/06
Date

FOR OFFICE USE ONLY:

Date received: _____

Date reviewed by staff: _____

Staff comments: _____



NEIGHBORHOOD MATCHING GRANT APPLICATION

I. Applicant Information:

Applicant's Name Manager, Reggy Toland

Applicant's Address P.O. Box 1130
Germanatown, MD 20874

Applicant's Telephone Number 301-258-7711 ext 19

Name of Neighborhood Diamond Farm Home Corp Number of Homes 268

Does the Neighborhood have an HOA, COA or Citizens Association?
☒ Yes ☐ No

II. Project Information

Please describe the proposed improvement (attach sketches or plans as appropriate):

Tennis court / Basketball court
remodeling and upgrading
of facilities

Please describe the need for the project and the benefit to the community:

The tennis court has been allowed to
go into total disrepair due to a
shortage of funds to revamp. The
new board feels this amenity needs to
be an asset rather than an eyesore.
The basketball courts needs resurfacing also.

Has this proposed project been discussed at a meeting that was open to all residents?
☒ Yes ☐ No

When would you like to start the project? Sept.

(Please see reverse side)

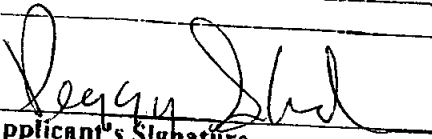
III. **Financial Information**

What is the estimated cost of the project? 83,000

***The total amount of the City Grant can not exceed \$5000 or 50% of the cost of the project (whichever is less).

How will the remaining costs be financed?

reserves


Applicant's Signature

8/9/06
Date

FOR OFFICE USE ONLY:

Date received: _____

Date reviewed by staff: _____

Staff comments: _____

MID ATLANTIC SPORTS, LLC
D.B.A. SPORT SYSTEMS
10078 Tyler Place
Ijamsville, MD 21754
301-607-4747
301-607-4484 (fax)

MHIC #39099 Va. Class "A" License #2705-021200A

June 16 2006

Community Association c/o Peggy Toland
15742 Crabbs Branch Way
Rockville, Md. 20855
(301) 258-7711 ex 19

Job Reference: Diamond Farms Tennis Courts

DO NOT FAX THIS DOCUMENT BACK TO US.
DO NOT ALTER THIS DOCUMENT.

This contract is entered into by and between Mid Atlantic Sports, LLC D.B.A. Sport Systems hereinafter, "SS" and the above referenced party, hereinafter "OWNER." PLEASE REFER TO OUR BROCHURE AND REFERENCE SHEET WHEN ANALYZING THIS PROPOSAL.

For a contract price of **\$53,085.00**, payable in accordance with the payment schedule below, SS will do the following work as set forth herein. SS shall provide a 3 year warranty on the work. Price includes: replacement of net post footers, posts and nets (2) courts 110 x 120

The lump sum contract price for the work set forth below is: \$53,085.00
The total of optional equipment \$
The Grand Total \$

OPTIONAL EQUIPMENT

Rally Master Tennis Backboard : price list enclosed

2 tone color
red on playing
ct
dk green - Border

Payment Schedule:

30% upon execution of the contract, plus 100% of the cost of any optional equipment
60% payable within 10 days after the paving work commences
10% payable within 10 days of completion of coating work.

1. PREPARATIONS:

Clean the existing surface of all loose debris.
Remove a portion of the tennis court fence to provide access for equipment. (Replace fence upon completion of work.)
Adjust existing gates to work with new court elevation.

2. STONE AND ASPHALT WORK:

a. Cracks shall be cleaned and filled with compacted stone.
aa. 4"x6" pressure treated timbers shall be installed around the court inside the fence and shall be secured to the court with rebar stakes driven into the existing asphalt.
b. A 4" thick (average depth) layer of CR-6 stone shall be laser graded over the existing tennis court and compacted with a vibratory roller.
c. A 2" thick (average depth) leveling course of asphalt shall be installed over the stone dust and compacted with a vibratory roller.
d. A 1" thick (average depth) surface course of asphalt shall be installed over the Leveling Course and compacted with a vibratory roller.
Court Surface "Levelness and Uniformity Tolerance": Special care shall be taken during construction to ensure that the completed playing surface is built to a degree of "levelness and uniformity" that eliminates all birdbaths on the court exceed 1/16" as defined below.

3. COLOR FINISH SYSTEM: Sport Coat

a. Hand patch work shall be completed and allowed to dry and cure thoroughly. There will be no birdbath (puddle) on the court that covers a nickel when inspected one hour after hand after the rest of the court has completely dried. Birdbaths that do not entirely cover a nickel shall be considered acceptable.
b. The finished asphalt pad shall be coated with an asphalt "filler" prior to the application of the color finish system. Filler coat shall be applied with rubber bladed squeegees in application rates of .12 gallons per square yard per coat minimum.
c. SS shall install, at its sole option, either three (3) coats of Sport Coat 100% acrylic color coat at application rates of .06 gallons per square yard per coat or two (2) coats at application rates of .09 gallons per square yard. Color coats shall be installed with squeegees or brooms at SS's discretion.
d. Layout and hand 2" wide line markings in two coats by hand.

Note: Virtually all new court surfaces have some poth marks and other minor irregular surface textures variations. Such should be anticipated by OWNER. Such conditions do not affect durability and are cosmetic in nature and are therefore acceptable to OWNER.

Color Scheme: Dark Green For two tone, add \$460.00

4. WARRANTY: The term of the warranty is set forth above. For the term of the warranty SS shall repair or replace the affected portion of its work only. SS's warranty does not cover damage to its work caused by others. In the event that color coatings and patch mixes are used in the repair it is understood by the owner that the repaired areas will vary from original court color and texture. SS shall not be responsible for down time or other consequential damages. The use of court for any activity other than tennis or basketball play in regulation tennis shoes shall void the warranty. Gate adjustments, net adjustments, damage to fence by the use of windscreens, normal wear and tear, cracks less than 1/6" in width, joints where asphalt and concrete surfaces touch, racket nicks, damage by vandalism, and acts of God and nature are expressly excluded from warranty. Requests for warranty work shall be made in writing to SS. Such written request shall include the nature of the problem and the date the problem occurred.

5a. It is understood and agreed that the prices, specifications, terms and warranty of this proposal are based on OWNER'S existing court(s) and or base supporting the weight of heavy equipment used in the overlay procedure (i.e. we assume your courts will provide a stable, non-yielding base over which we can pave). If the existing court(s) or base ruts, heaves, pumps, cracks, collapses, etc. during the course of construction, the OWNER and SSI shall meet at the site to determine what corrective work needs to be under taken by SSI as an EXTRA in order to rectify the unsuitable court/base condition or its adverse impact on new paving work

5b. It is understood that the price above assumes that the stone and asphalt material delivery trucks delivering to the job will be able to drive directly on to the court(s) to dump stone and asphalt directly into the paver. If any clearance issue(s) or other condition prevents such on-court access by delivery trucks, it is agreed that delivery trucks will dump materials on the ground, as close to the court as possible and that SSI will then have to transport them to the paver with a loader and additional man power as an EXTRA.

Any Extra Work described in 5a. & 5b. shall be performed by SSI upon execution of a written Change Order at the rates set forth on SSI's Standard Rate Sheet that is available upon request.

SSI and the Owner agree that The Access Way sketched below is the most logical intended route for the material delivery trucks to get onto the court. However, whether or not a truck can in fact get onto the court along this intended route can only be determined by the professional delivery truck driver at the time of the material delivery.

Owner's Signature: _____

MID ATLANTIC SPORTS, LLC
D.B.A. SPORT SYSTEMS
10078 Tyler Place
Ijamsville, MD 21754
301-607-4747
301-607-4484 (fax)

MHIC #39099 Va. Class "A" License #2705-021200A

June 16 2006

Community Association C/O Peggy Toland
15742 Crabbs Branch Way
Rockville, Md. 20855
(301) 258-7711

Job Reference: Diamond Farms Basketball 110 x 70

DO NOT FAX THIS DOCUMENT BACK TO US.
DO NOT ALTER THIS DOCUMENT.

This contract is entered into by and between Mid Atlantic Sports, LLC D.B.A. Sport Systems hereinafter, "SS" and the above referenced party, hereinafter "OWNER." PLEASE REFER TO OUR BROCHURE AND REFERENCE SHEET WHEN ANALYZING THIS PROPOSAL.

For a contract price of \$31,325.00, payable in accordance with the payment schedule below, SS will do the following work as set forth herein. SS shall provide a 3 year warranty on the work. **Price includes (2) heavy duty fixed height basketball goals w aluminum fan shaped backboards and 4 1/2 inch post, full court basketball game lines, and two tone color scheme.**

The lump sum contract price for the work set forth below is: \$31,325.00
The total of optional equipment \$
The Grand Total \$

Light/DK green

Payment Schedule:

30% upon execution of the contract, plus 100% of the cost of any optional equipment
60% payable within 10 days after the paving work commences
10% payable within 10 days of completion of coating work.

1. PREPARATIONS:

- Clean the existing surface of all loose debris.
- Remove a portion of the tennis court fence to provide access for equipment. (Replace fence upon completion of work.)
- Adjust existing gates to work with new court elevation.

2. STONE AND ASPHALT WORK:

- a. Cracks shall be cleaned and filled with compacted stone.
 - aa. 4"x6" pressure treated timbers shall be installed around the court inside the fence and shall be secured to the court with rebar stakes driven into the existing asphalt.
 - b. A 4" thick (average depth) layer of CR-6 stone shall be laser graded over the existing tennis court and compacted with a vibratory roller.
 - c. A 2" thick (average depth) leveling course of asphalt shall be installed over the stone and compacted with a vibratory roller.
 - d. A 1" thick (average depth) surface course of asphalt shall be installed over the Leveling Course and compacted with a vibratory roller.
- Court Surface "Levelness and Uniformity Tolerance": Special care shall be taken during construction to ensure that the completed playing surface is built to a degree of "levelness and uniformity" that eliminates all birdbaths on the court exceed 1/16" as defined below.**

3. COLOR FINISH SYSTEM: Sport Coat

- a. Hand patch work shall be completed and allowed to dry and cure thoroughly. There will be no birdbath (puddle) on the court that covers a nickel when inspected one hour after hand after the rest of the court has completely dried. Birdbaths that do not entirely cover a nickel shall be considered acceptable.
- b. The finished asphalt pad shall be coated with an asphalt "filler" prior to the application of the color finish system. Filler coat shall be applied with rubber bladed squeegees in application rates of .12 gallons per square yard per coat minimum.
- c. SS shall install, at its sole option, either three (3) coats of Sport Coat 100% acrylic color coat at application rates of .06 gallons per square yard per coat or two (2) coats at application rates of .09 gallons per square yard. Color coats shall be installed with squeegees or brooms at SS's discretion.
- d. Layout and hand 2" wide line markings in two coats by hand.

Note: Virtually all new court surfaces have some poch marks and other minor irregular surface textures variations. Such should be anticipated by OWNER. Such conditions do not affect durability and are cosmetic in nature and are therefore acceptable to OWNER.
Color Scheme Two tone Light green, dark green, red or blue

- 4. WARRANTY:** The term of the warranty is set forth above. For the term of the warranty SS shall repair or replace the affected portion of its work only. SS's warranty does not cover damage to its work caused by others. In the event that color coatings and patch mixes are used in the repair it is understood by the owner that the repaired areas will vary from original court color and texture. SS shall not be responsible for down time or other consequential damages. The use of court for any activity other than tennis or basketball play in regulation tennis shoes shall void the warranty. Gate adjustments, net adjustments, damage to fence by the use of windscreens, normal wear and tear, cracks less than 1/8" in width, joints where asphalt and concrete surfaces touch, racket nicks, damage by vandalism, and acts of God and nature are expressly excluded from warranty. Requests for warranty work shall be made in writing to SS. Such written request shall include the nature of the problem and the date the problem occurred.

5a. It is understood and agreed that the prices, specifications, terms and warranty of this proposal are based on OWNER'S existing court(s) and or base supporting the weight of heavy equipment used in the overlay procedure (i.e. we assume your courts will provide a stable, non-yielding base over which we can pave). If the existing court(s) or base ruts, heaves, pumps, cracks, collapses, etc. during the course of construction, the OWNER and SSI shall meet at the site to determine what corrective work needs to be under taken by SSI as an EXTRA in order to rectify the unsuitable court/base condition or its adverse impact on new paving work

5b. It is understood that the price above assumes that the stone and asphalt material delivery trucks delivering to the job will be able to drive directly on to the court(s) to dump stone and asphalt directly into the paver. If any clearance issue(s) or other condition prevents such on-court access by delivery trucks, it is agreed that delivery trucks will dump materials on the ground, as close to the court as possible and that SSI will then have to transport them to the paver with a loader and additional man power as an EXTRA.

Any Extra Work described in 5a. & 5b. shall be performed by SSI upon execution of a written Change Order at the rates set forth on SSI's Standard Rate Sheet that is available upon request.

Access Way Site Sketch (No Scale)

SSI and the Owner agree that The Access Way sketched below is the most logical intended route for the material delivery trucks to get onto the court. However, whether or not a truck can in fact get onto the court along this intended route can only be determined by the professional delivery truck driver at the time of the material delivery.

Owner's Signature: _____

CONTRACT

This agreement is made and entered into the 25 day of July, 2006, by Diamond Farm Homes Corporation, Inc. a Maryland not-for-profit corporation responsible for operation and maintenance of the Diamond Farm Homes Corporation, Inc. (hereinafter referred to as "Association") and Mid Atlantic Sports, LLC (hereinafter referred to as "Contractor").

I. DESCRIPTION OF WORK- Tennis Court/Basketball Court

The Contractor shall perform all work required by the contract, according to the specifications attached hereto and incorporated herein as Exhibit "A" – Proposal, briefly described as follows:

- A. Contractor shall clean all cracks and fill with compacted stones.
- B. 4"x 6" pressure treated timbers shall be installed around the court inside of the fence and shall be secured to the court with rebar stakes driven into the existing asphalt.
- C. A 4' thick layer of CR-6 stone shall be laser graded over the existing court and compacted with a vibratory roller.
- D. A 2" thick leveling course of asphalt will be installed over the stone dust and compacted with a vibratory roller.
- E. A 1" surface course of asphalt shall be installed over the leveling course and compacted with a vibratory roller.

Refer to "Exhibit A in regards to Levelness and Uniformity Tolerance and for Color Finish System.

Colors for the tennis court will be red (this will go on the playing area) and dark green (for the outside area of the court).

The Basketball court will be two-toned with the light green and the dark green

II. TIMELY COMPLETION

The work to be performed under this contract shall be commenced within 30 days after the signing of this contract and, subject to authorized adjustments, shall be completed not later than 60 days after the project is begun.

Time is of the essence in this contract and any breach of same shall go the essence hereof, and Contractor, in agreeing to complete the work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to his work. Association shall not be liable to Contractor for any delays caused by Association or by any of Contractor's other contractors, or for any other cause whatsoever, except blizzard conditions defined as 18 or more inches of snow. In the event of blizzard condition, the completion date will be extended by no more than one week or an amount of time agreeable to the Board of Directors.

Contractor agrees to commence the work when directed by Association and to diligently and continuously perform such work and to coordinate the work with other work being performed on the project by other trades, so that Association shall not be delayed by any act or omission of Contractor in completion of the project within the time specified above.

Contractor shall make payments promptly to his vendors, contractors and for material used by him in the performance of his work.

The contract ending date is October 30, 2006. A performance penalty, as agreed to under Paragraph III of this contract, shall be imposed for every day that the courts have not been successfully installed. By signing this contract, Contractor acknowledges and accepts this penalty.

III. CONTRACT PRICE AND PAYMENTS

Association shall pay Contractor, in current funds for the performance of the work subject to additions and deductions by written change order agreed by the parties, the contract sum of Eighty-four Thousand Four Hundred and Ten dollars (\$84,410.00). Payments will be made within 30 days of receipt of billing. Payments will be made according to the following schedule:

- A. **A deposit of 30% or \$25,323.00 will be made upon execution of this contract.**
- B. **A payment of 60% or \$50,646.00 is payable 10 days after the paving work commences.**
- C. **A payment of 10% or \$8,441.00 will be paid when all work has been completed to the satisfaction of Diamond Farm Homes Corporation.**

Upon completion by Contractor of any stage of the work requiring payment under this contract, all work will be inspected by Association or an engineer selected by the Association to supervise said project. Any objections to work performed shall be given in writing to Contractor within thirty days of the Contractor's written notice to Association that the work on said wall has been completed. If no objections are made within this period, then payments shall be tendered to Contractor and Contractor shall submit simultaneously a Progress Payment Affidavit, or, if completion is final, a Contractor's Final Affidavit, on forms which the Association may provide, indicating that all subcontractors, laborers, material men and suppliers have been paid for the work completed.

All work under this contract shall be subject to the approval of the Association and no payment shall be due under the contract if Association does not approve of the work completed under the contract. In the event of a dispute arising between Association and Contractor under this provision, the parties shall agree upon and appoint a third party expert to determine whether or not the work meets the specifications set out in the contract. If the work meets said specifications, Association shall make the payment due, whereas if the specifications shall be done by Contractor to the satisfaction of the third party expert before payment is due under the